

**AGREEMENT BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17
AND
KING COUNTY
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1 AGREEMENT BETWEEN
2 INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
3 LOCAL 17
4 AND
5 KING COUNTY

6 These Articles constitute an agreement, the terms of which have been negotiated in good
7 faith, between King County (County) and the International Federation of Professional and Technical
8 Engineers, Local 17 (Union). This Agreement shall be subject to approval by Ordinance by the
9 Metropolitan County Council (Council) of King County, Washington.

1 **ARTICLE 1: PURPOSE, EQUAL EMPLOYMENT OPPORTUNITY, LMC**

2 **1.1. Purpose:** The intent and purpose of this Agreement is to promote the continued
3 improvement of the relationship between the County and its employees and to set forth the wages,
4 hours and other working conditions of such employees.

5 **1.2. Equal Employment Opportunity:** The County or the Union shall not discriminate
6 against any individual with respect to compensation, terms, conditions, or privileges of employment
7 because of legally protected union activity, race, color, religion, national origin, age, ancestry, marital
8 status, sexual orientation, sensory, mental or physical disability or sex, except as otherwise provided
9 by law.

10 **1.3. Labor-Management Committee:** The parties shall convene a bargaining unit wide
11 Labor-Management Committee meeting whenever they jointly agree that such a meeting is desirable.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1. The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, provisional, temporary and term-limited temporary employees whose job classifications are listed in the attached Addendum "A". In recognizing the Union as the exclusive bargaining representative, the County agrees that it will not effect any change in the mandatory subjects of bargaining including but not limited to working conditions, wages, or fringe benefits except by mutual agreement with the Union or in accordance with this Agreement.

2.2. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee to the Union in lieu of membership, and those who are not members of the Union on the effective date of this Agreement, shall become and remain members in good standing or pay an agency fee to the Union in lieu of membership. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing or pay an agency fee to the Union in lieu of membership.

2.3. An employee who objects to membership in the union on the grounds of a bona fide religious objection shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee affected and the Union to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made.

2.4. Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the County with thirty (30) days notification of the Union's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.

2.5. Neither party shall discriminate against any employee or applicant for employment on account of membership or non-membership in any labor union or other employee organization.

1 **2.6.** Upon receipt of written authorization individually signed by an employee, the County
2 shall have deducted from the pay of such employee the amount of dues as certified by the secretary of
3 the Union and shall transmit the same to the treasurer of the Union.

4 **2.7.** The Union will indemnify and hold the County harmless against any claims made and
5 against any suit instituted against the County on account of any check-off of dues for the Union. The
6 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
7 provision upon presentation of proper evidence thereof.

8 **2.8.** The County will transmit to the Union, twice a year, upon written request, a current
9 listing of all employees in the bargaining units. Such list shall indicate the name of the employee,
10 position status, job classification, department and/or unit.

11 **2.9.** The County will require all new employees, hired in a position in the bargaining unit, to
12 sign a form (in triplicate) which will inform them of the Union's exclusive recognition. One copy of
13 the form to be retained by the County, one by the employee and the original sent to the Union.

1 **ARTICLE 3: GENERAL PROVISIONS**

2 **3.1. Rights of Management:** It is recognized that the County retains the right to manage the
3 affairs of the County and to direct the work force. Such functions of the County include, but are not
4 limited to, determining the mission, budget, organization, number of employees, and internal security
5 practices of the Department; recruiting, examining, evaluating, promoting, training, transferring
6 employees, and determining the time and methods of such action; disciplining, suspending, demoting,
7 or dismissing regular employees for just cause; assigning and directing the work force; developing
8 and modifying class specifications; determining the method, materials, and tools to accomplish the
9 work; designating duty stations and assigning employees to those duty stations; establishing
10 reasonable work rules; assigning the hours of work; and taking whatever actions may be necessary to
11 carry out the Department's mission in case of emergency.

12 **3.2. Savings Clause:** Should any part hereof or any provision herein contained be rendered
13 or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by
14 any decree of a court of competent jurisdiction, such invalidation of such part or portions of this
15 Agreement shall not invalidate the remaining portions thereof; provided, however, upon such
16 invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining
17 parts or provisions shall remain in full force and effect.

18 **3.3.** The County and the Union and the employees covered by this Agreement are governed
19 by applicable County ordinances, and said ordinances are paramount except where they conflict with
20 a provision of this Agreement.

21 **3.4. Work Stoppages and Employer Protections:** The County and the Union agree that the
22 public interest requires efficient and uninterrupted performance of all County services and to this end
23 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
24 Union shall not cause or condone any work stoppage, including any strike slowdown, or refusal to
25 perform any customarily assigned duties, sick leave absence which is not bona fide, or other
26 interference with County functions by employees under this Agreement, and should same occur, the
27 Union agrees to take appropriate steps to end such interference. Any concerted action by any
28 employees in the Union shall be deemed a work stoppage if any of the above activities have

1 occurred.

2 **3.4.1.** Any employee participating in such work stoppage or in other ways committing
3 an act prohibited in this article shall be considered absent without authorized leave and shall be
4 considered to have resigned.

5 **3.4.2.** No member of this bargaining unit shall be required to cross a legal picket line
6 sanctioned by the King County Labor Council (this section does not apply to informational pickets).
7 This section shall not apply in situations that pose an imminent threat to structures or human health
8 and/or safety. An employee encountering a picket line during the course of her/his duties shall
9 contact her/his supervisor for work instructions.

10 **3.5. Waiver Clause:** The parties acknowledge that each has had the unlimited right within
11 the law and the opportunity to make demands and proposals with respect to any matter deemed a
12 proper subject for collective bargaining. The results of this exercise of that right and opportunity are
13 set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,
14 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
15 not specifically referred to or covered in this Agreement. However, if the parties agree to bargain
16 during the term of this Agreement, amendments and modifications to this Agreement may be made
17 by mutual agreement of the Labor Negotiator/designee and the Union Representative who is subject
18 to the Union's internal constitutional processes.

19 **3.6. Training:** The County recognizes the mutual benefit to be attained by affording training
20 opportunities to employees and shall provide information and access to training opportunities for its
21 employees, within budgeted appropriations. The training opportunities shall be guided by, but not
22 limited to, the overall objectives of encouraging and motivating employees to improve their personal
23 capabilities in performance of specific tasks. All employees shall have equal access to training
24 opportunities.

25 **3.7. Drug Free Workplace:** The Union agrees to comply with all applicable Federal, State
26 and County regulations and ordinances with regard to the drug free workplace.

27 **3.8. Contracting of Work:** The County agrees not to contract out work historically
28 performed by currently employed members of the bargaining unit if the contracting of such work

1 eliminates or reduces the normal workload of the bargaining unit.

2 **3.8.1.** The County agrees not to assign or transfer the work historically performed by
3 members of the bargaining unit to members of the Technical Employees Association bargaining units
4 if the assignment or transfer of such work eliminates or reduces the normal workload of the
5 bargaining unit, unless such elimination or reduction is de minimis.

6 **3.8.2.** If in order to secure funding for a specific project the County is required to
7 contract all or part of the work to be performed due to limitations imposed by the funding agreement,
8 said contracting shall not be considered a violation of this Article. The County agrees to provide the
9 Union, upon request, with documentation to support any contracting of work under the terms of this
10 section.

11 **3.9. Pre-existing Memoranda of Agreement:** The County and the Union hereby re-adopt
12 the following pre-existing Memoranda of Agreement attached hereto as:

13 Appendix E: MOU: Part-Time Employment

14 Appendix F: MOU: Assistant Code Enforcement Supervisor

15 Appendix G: MOU: Planner/Project Program Manager Addendum

16 Appendix H: MOU: Health & Environmental Investigator Accretion Addendum

17 Appendix I: MOU: Family Medical Leave

18 Appendix J: MOU: Payroll Changes

19 **3.10. Performance Evaluations:** The purpose of a performance evaluation shall be to notify
20 employees of performance expectations and of the supervisor's evaluation of the employee's
21 performance relative to those expectations.

22 Performance evaluations shall not be used for discipline, however they may be used to
23 show that an employee has been notified of any concerns regarding his/her performance.

24 An employee may appeal a performance evaluation consistent with the Performance
25 Evaluation article of the 2000 King County Personnel Guidelines. Section 15.3 of the 2000
26 Guidelines specifically state:

27 15.3. Appeal of a Regular Employee Performance Evaluation

28 A. Within five working days after a copy of the performance evaluation is given to the

1 employee, the employee may request additional evaluation and consideration. With the approval of
2 the department director, the appointing authority may designate an alternate five-working day period
3 for this purpose.

4 The employee should prepare a written request as follows to the division manager:

- 5 • Identify the evaluation by its date, the name of the rater, and the date the evaluation
6 was received.
- 7 • Specify the ratings or comments which the employee believes are incorrect.
- 8 • State the ratings or comments the employee believes should be made on the
9 evaluation.
- 10 • Give facts substantiating each change requested.
- 11 • Keep a copy of the written request and send the original to the division manager.

12 B. Upon receiving the request, the division manager will have 15 calendar days to meet with
13 the employee and either sustain or change the performance evaluation and notify the employee of the
14 decision in writing. In case of a change to the evaluation, a copy of the revised evaluation is to be
15 included with the decision. In the event that the issue is not resolved by the division manager, the
16 employee may, within 15 calendar days of the meeting with the division manager, meet with the
17 department director who will notify the employee of the decision in writing. The department
18 director's decision to sustain or change the performance evaluation will be final.

ARTICLE 4: HOLIDAYS

4.1. Regular, probationary, provisional and term-limited temporary employees who work a full-time schedule shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

and any days designated by public proclamation of the Chief Executive of the State as a legal holiday and as approved by the Council.

4.2. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

4.3. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

4.4. Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular rate in addition to regular holiday pay.

4.5. Employees eligible for holiday pay will earn a personal holiday on October 1st and on November 1st each year. Personal holidays will be available for use when earned. Personal holidays will be administered in the same manner as vacation leave. The personal holidays will be reflected as vacation on the November 20th pay check.

1 **4.6.** Holiday pay for regular, probationary, provisional and term-limited temporary
2 employees who work a part-time schedule will be prorated to reflect their normally scheduled
3 workday.

4 **4.7.** An employee must be in pay status on the regular scheduled workday prior and
5 following a holiday to be eligible for the holiday pay.

6 **4.8.** The maximum compensation for holiday pay is eight (8) hours of regular straight-time
7 pay.

ARTICLE 5: VACATIONS

5.1. Regular, probationary, provisional and term-limited temporary employees who work a full-time schedule shall be eligible to accrue vacation leave benefits for each hour in pay status exclusive of overtime as described in the following table in accordance with King County Code. Employees who are eligible for vacation leave and who work a part-time schedule will receive the vacation leave pro-rated to reflect their normally scheduled workweek.

Full Years of Service	Equivalent Annual Leave in Days (for illustration)
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

5.2. Employees shall accrue vacation leave from their date of hire into a leave eligible position.

5.3. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a leave eligible position. Employees leaving County employment prior to successfully completing their first six (6) months of County service in a leave eligible position shall forfeit and not be paid for accrued vacation leave.

1 Employees shall be paid for accrued vacation leave to their date of separation up to the maximum
2 accrual amount if they have successfully completed their first six (6) months of County service in a
3 leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's
4 rate of pay in effect upon the date of leaving County employment less mandatory withholdings

5 **5.4.** The manager/designee shall be responsible for establishing a vacation schedule in such a
6 manner as to achieve the most efficient functioning of the division.

7 **5.5.** Full-time employees may accrue up to sixty (60) days vacation. Part-time employees
8 may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled
9 workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to the
10 end of the last full pay period that includes December 31 of each year. Failure to use vacation leave
11 beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
12 maximum amount unless the division manager/designee has approved a carryover of such vacation
13 leave because of cyclical workloads, work assignments or other reasons as may be in the best
14 interests of the County.

15 **5.6.** Employees shall not use or be paid for vacation leave until it has accrued and such use or
16 payment is consistent with the provisions of this Article.

17 **5.7.** No employee shall work for compensation for the County in any capacity during the time
18 that the Employee is on vacation leave.

19 **5.8.** Employees may use approved vacation leave at the discretion of the manager/designee in
20 quarter (1/4) hour increments.

21 **5.9.** In cases of separation from County employment by death of an employee with accrued
22 vacation leave and who has successfully completed his/her first six (6) months of County service in a
23 leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be
24 made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

25 **5.10.** If a regular or probationary (who has previously achieved career service status)
26 employee resigns from County employment or is laid off and subsequently returns to County
27 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior
28 County service shall be counted in determining the vacation leave accrual rate under Section 5.1.

1 **ARTICLE 6: SICK LEAVE**

2 **6.1.** Regular, probationary, provisional and term-limited temporary employees shall accrue
3 sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime;
4 except that sick leave shall not begin to accrue until the first of the month following the month in
5 which the employee commenced employment. The employee is not entitled to sick leave if not
6 previously earned.

7 **6.2.** During the first six (6) months of service in a leave eligible position, employees may, at
8 the manager's/designee's discretion, use any accrued days of vacation leave as an extension of sick
9 leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation
10 leave used for sick leave must be reimbursed to the County upon termination.

11 **6.3.** Employees may use approved sick leave at the discretion of the manager/designee in
12 quarter (1/4) hour increments.

13 **6.4.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

14 **6.5.** Separation from or termination of County employment except by reason of retirement or
15 layoff, shall cancel all sick leave accrued to the employee as of the date of separation or termination.
16 Should a regular or probationary (who has previously achieved career service status) employee resign
17 or be laid off and return to County employment within two (2) years, accrued sick leave shall be
18 restored.

19 **6.6.** Regular or probationary (who has previously achieved career service status) employees
20 who have successfully completed at least five (5) years of County service and who retire as a result
21 of length of service or who terminate by reason of death shall be paid, or their estates paid or as
22 provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their
23 unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of
24 leaving County employment less mandatory withholdings.

25 **6.7. Leave Without Pay for Health Reasons:** An employee must use all of his/her sick
26 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
27 the County's workers compensation program, then the employee has the option to augment or not
28 augment time loss payments with the use of accrued sick leave.

6.8. Leave Without Pay for Family Reason: For a leave for family reasons, the employee will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty (80) hours of accrued sick leave.

6.9. Use of Vacation Leave as Sick Leave: An employee who has exhausted all of his/her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his/her manager/designee.

6.10. Use of Sick Leave: Accrued sick leave will be used for the following reasons:

6.10.1. The employee's bona fide illness or incapacitating injury; provided, that:

6.10.1.1. An employee who suffers an occupational illness or is injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid leave status;

6.10.1.2. An employee who chooses to augment workers compensation payments with the use of accrued sick leave will notify the workers compensation office in writing at the beginning of the leave;

6.10.1.3. An employee may not collect sick leave and worker's compensation time loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

6.10.2. Exposure to contagious diseases and resulting quarantine.

6.10.3. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth.

6.10.4. The employee's medical, ocular or dental appointments, provided that the employee's manager/designee has approved the scheduling of sick leave for such appointments.

6.10.5. To care for the employee's eligible child if the child has an illness or health condition which requires treatment or supervision from the employee;

6.10.6. To care for other family members, if:

1 **6.10.6.1.** The employee has been employed by the County for twelve (12)
2 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
3 twelve (12) months.

4 **6.10.6.2.** The family member is the employee's spouse or domestic partner,
5 the employee's child, a child of the employee's spouse or domestic partner, the parent of the
6 employee, employee's spouse or domestic partner or an individual who stands or stood in loco
7 parentis to the employee, the employee's spouse or domestic partner; and,

8 **6.10.6.3.** The reason for the leave is one of the following:

9 **6.10.6.3.1.** The birth of a son or daughter and care of the newborn
10 child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is
11 taken within twelve (12) months of the birth, adoption or placement;

12 **6.10.6.3.2.** The care of the employee's child or child of the employee's
13 spouse or domestic partner whose illness or health condition requires treatment or supervision by the
14 employee; or

15 **6.10.6.3.3.** Care of a family member who suffers from a serious health
16 condition.

17 **6.11. Unpaid Leave:** An employee who has been employed by the County for twelve (12)
18 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
19 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her
20 own serious health condition, and for family reasons as provided in Sections 6.10.5 and 6.10.6
21 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive
22 days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave
23 is subject to the following conditions:

24 **6.11.1. Birth or Adoption:** When a leave is taken after the birth or placement of a
25 child for adoption or foster care, an employee may take leave intermittently or on a reduced leave
26 schedule only if authorized by the employee's manager/designee.

27 **6.11.2. Reduced Schedules:** An employee make take leave intermittently or on a
28 reduced schedule when medically necessary due to a serious health condition of the employee or

1 family member of the employee; and

2 **6.11.3. Temporary Transfer:** If an employee requests intermittent leave or leave on
3 a reduced leave schedule under Section 6.11.2 that is foreseeable based on planned medical
4 treatment, the manager/designee may require the employee to transfer temporarily to an available
5 alternative position for which the employee is qualified and that has equivalent pay and benefits and
6 that better accommodates recurring periods of leave than the regular position of the employee.

7 **6.11.4. Concurrent Time:** Use of donated leave will run concurrently with the
8 eighteen (18) workweek family medical leave entitlement.

9 **6.11.5. Insurance Premiums:** The County will continue its contribution toward
10 health care during any unpaid leave taken under Section 6.11.

11 **6.11.6. Return to Work from Unpaid Leave:** An employee who returns from
12 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff
13 provisions, to:

14 **6.11.6.1.** The same position he/she held when the leave commenced; or

15 **6.11.6.2.** A position with equivalent status, benefits, pay and other terms and
16 conditions of employment; and

17 **6.11.6.3.** The same seniority accrued before the date on which the leave
18 commenced.

19 **6.11.7. Failure to Return to Work:** Failure to return to work by the expiration date
20 of the leave of absence may be cause for removal and result in termination of the employee from
21 County service.

22 **6.12. Provider Certification:** The manager/designee and employee is responsible for the
23 proper administration of the sick leave benefit. Verification from a licensed health care provider may
24 be reasonably required to substantiate the health condition of the employee or family member for
25 leave requests.

26 **6.13. Definition of Child:** For purposes of this Article, a child means a biological, adopted
27 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
28 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and

incapable of self care because of mental or physical disability.

1 **ARTICLE 7: PAID LEAVES**

2 **7.1. Donation of Leaves:** Donation of vacation leave hours and donation of sick leave
3 hours.

4 **7.1.1. Vacation leave hours**

5 **7.1.1.1. Approval Required:** An employee eligible for paid leave may
6 donate a portion of his/her accrued vacation leave to another employee eligible for leave benefits.
7 Such donation will occur upon written request to and approval of the donating and receiving
8 employee's department director(s), except that requests for vacation donation made for the purposes
9 of supplementing the sick leave benefits of the receiving employee will not be denied unless approval
10 would result in a departmental hardship for the receiving department.

11 **7.1.1.2. Limitations:** The number of hours donated will not exceed the
12 donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be
13 permitted where it would cause the employee receiving the transfer to exceed his/her maximum
14 vacation accrual.

15 **7.1.1.3. Return of Unused Donations:** Donated vacation leave hours must be
16 used within ninety (90) calendar days following the date of donation. Donated hours not used within
17 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
18 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
19 For purposes of this Article, the first hours used by an employee will be accrued vacation leave
20 hours.

21 **7.1.2. Sick leave hours**

22 **7.1.2.1. Written Notice Required:** An employee eligible for paid leave may
23 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon
24 written notice to the donating and receiving employee's department director(s).

25 **7.1.2.2. Minimum Leave Balance Required (Donor):** No donation will be
26 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
27 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)
28 hours of his/her accrued sick leave in a calendar year.

1 **7.1.2.3. Return of Unused Donations:** Donated sick leave hours must be
2 used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the
3 death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded
4 from the sick leave payoff provisions contained in this Agreement, and sick leave restoration
5 provisions contained in this Agreement. For purposes of this Article, the first hours used by an
6 employee will be accrued sick leave hours.

7 **7.1.3. No Solicitation:** All donations of vacation and sick leave made under this
8 Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving
9 monetary or any other compensation or benefits in exchange for donating vacation or sick leave
10 hours.

11 **7.1.4. Conversion Rate:** All vacation and sick leave hours donated will be converted
12 to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
13 value will then be divided by the receiving employee's hourly rate to determine the actual number of
14 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
15 straight time hourly rate at the time of reconversion.

16 **7.2. Leave - Organ Donors:** The manager/designee will allow an employee eligible for paid
17 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
18 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
19 paid leave provided;

20 **7.2.1. Notification:** The employee gives the manager/designee reasonable advance
21 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
22 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
23 result in serious illness, injury, pain or the eventual death of the identified recipient.

24 **7.2.2. Provider Certification:** The employee provides written proof from an
25 accredited medical institution, organization or individual as to the need for the employee to donate
26 bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure
27 where the participation of the donor is unique or critical to a successful outcome.

28 **7.2.3. Time off Subject to Agreement:** Time off from work for the purpose set out

1 above in excess of five (5) working days will be subject to the terms of this Agreement.

2 **7.3. Bereavement Leave:**

3 **7.3.1.** An employee eligible for paid leave will be entitled to three (3) working days
4 of bereavement leave a year, per occurrence, due to death of a member of his/her immediate family.

5 **7.3.2. Use of Sick Leave in Lieu of Bereavement Leave:** An employee eligible for
6 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount
7 of three (3) working days for each instance when death occurs to a member of the employee's
8 immediate family.

9 **7.3.3.** In the application of any of the foregoing provisions, when a holiday or regular
10 day off falls within the prescribed period of absence, it will not be charged against the employee's
11 sick leave account nor bereavement leave credit.

12 **7.3.4. Immediate Family Defined:** Immediate family means, as used in this article:
13 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law and,
14 grandchild of the employee, or employee's spouse or employee's domestic partner.

15 **7.4. School Volunteers:** An employee eligible for paid leave will be allowed the use of up
16 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the
17 school attended by the employee's child provided; an employee requesting to use sick leave for this
18 purpose will submit such request in writing specifying the name of the school and the nature of the
19 volunteer services to be performed.

20 **7.5. Jury Duty:** An employee eligible for paid leave who is ordered on a jury will be
21 entitled to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive
22 of mileage, with the Department of Finance. The employee will report back to their
23 manager/designee when dismissed from jury service.

24 **7.6. Leave Examinations:** An employee eligible for paid leave will be entitled to necessary
25 time off with pay for the purpose of participating in a County qualifying or promotional examination.
26 This will include time required to complete any required interviews.

27 **7.7. Military Leave:** A leave of absence for active military duty or active military training
28 duty will be granted to eligible employees in accordance with applicable provisions of state and/or

1 federal law; provided, that a request for such leave shall be submitted to the manager/designee in
2 writing by the employee and accompanied by a validated copy of military orders ordering such active
3 duty or active training duty.

ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE

8.1. King County presently participates in group medical, dental and life insurance programs for eligible regular, probationary, provisional and term-limited temporary employees and their eligible dependents. The County agrees to maintain the level of benefits as currently provided by these plans and pay premiums as currently practiced during the life of this Agreement unless modified by the Joint Labor-Management committee.

8.2. The County agrees to continue the Joint Labor-Management Insurance Committee comprised of representatives from the County and its labor unions. The function of the Committee shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs.

8.3. The Union and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor-Management Insurance Committee referenced in Section 8.2.

ARTICLE 9: COMPENSATION

9.1. Cost of Living (COLA): Effective January 1 (2007, 2008, 2009), wage rates in effect on December 31st of the previous year shall be increased by ninety percent (90%), CPI-W, U.S. All Cities based on September to September figures of the prior year. The minimum COLA shall be two (2) percent and the maximum shall be six (6) percent.

9.2. Step Progression: Employees who are hired at step one (1) of the 10 step pay scale will advance to step two (2) after successful completion of the probationary period, but no sooner than six (6) months. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the employee's anniversary date. Employees who are hired above step one (1) may advance to the next step (one step) after successful completion of probation, but no sooner than six (6) months, at the discretion of the manager/designee. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the employee's anniversary date.

9.3. Lead Compensation: The manager/designee shall appoint individuals in writing to lead worker positions consistent with the provisions of the County's Personnel Guidelines. An employee designated in writing as lead worker is eligible for additional compensation of five percent (5%) above the base rate effective on the date of assignment. At such time as the lead worker designation is removed, the employee's compensation reverts to their base rate.

9.4. Work Out of Classification: It is understood by the parties that an employee must be assigned in writing, with a copy to the Union, by the director/designee to perform on a temporary basis, not to exceed ninety (90) continuous days of work, the preponderance of the duties of a higher classification.

9.4.1. During the ninety (90) continuous days of work or any extension thereof, employees performing at the higher classification shall be placed at the next higher step in the new classification as would constitute a minimum of four and one-half percent (4-1/2%) over the base hourly wage, received prior to the assignment, not to exceed the top rate of the higher classification, except as provided below. Additionally, any employee eligible to receive step increases in the normal progression of his/her classification shall continue to receive the increases and the out of class pay will be adjusted accordingly.

1 **9.4.2.** In cases where a departmental emergency exists, the County may assign an
2 employee to work in a higher classification within the bargaining unit, for a period not to exceed
3 three (3) consecutive days and under such emergency shall not be required to pay the rate of the
4 higher classification. Such assignment shall not be made to circumvent the intent of Section 9.4
5 above, and the County shall make every effort to resolve such emergency condition as quickly as
6 possible.

7 **9.4.3.** The Union will be notified of any extension of the out-of-class assignment by
8 the County beyond ninety (90) days. If the employee is required to work out-of-class for more than
9 ninety (90) days, the Union may request a meeting for the sole purpose of clarifying why the
10 employee is still working out-of-class.

11 **9.4.4.** Employees in a training capacity may be assigned work normally performed by
12 a higher classification, except that they will not be assigned the duties of a higher classification to
13 circumvent the intent of Section 9.4.1. An employee assigned to a training position shall be under
14 the supervision and guidance of his/her immediate supervisor, and shall not remain in the training
15 position for more than ten (10) consecutive, normal working days.

16 **9.4.5.** It is understood by the parties that every incidental duty connected with
17 operations enumerated in job descriptions is not always specifically described.

18 **9.5. Promotions:** Promotions will be conducted in accordance with the applicable
19 Administrative Guidelines for Career Service. A regular employee promoted to a higher
20 classification shall be placed at the salary step of the promotive classification as would constitute a
21 minimum of four and one-half percent (4-1/2%) over the base hourly wage received prior to
22 promotion, not to exceed the top step of the new salary range.

23 **9.6. Overtime:** The provisions of this section (9.6 Overtime) shall apply to hourly
24 employees only. Except as otherwise provided in this article, hourly employees on a five (5) day
25 schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of eight
26 (8) in one (1) day, exclusive of the lunch period, or forty (40) in one (1) week. Employees on a seven
27 (7) hour per day schedule will receive straight time for work performed during the eighth (8th) hour
28 and overtime paid when working in excess of eight (8) hours in one (1) day or forty (40) in one (1)

1 week, exclusive of lunch period. Employees working full-time alternative workweeks will receive overtime for hours worked beyond their regular scheduled workday (minimum number of hours of the alternative scheduled workday must be at least eight (8) hours), exclusive of the lunch period, or forty (40) in one (1) week. Employees working a part-time schedule will receive overtime after forty (40) hours in one (1) week, exclusive of lunch period.

6 **9.6.1.** All overtime shall be authorized or scheduled in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a regular scheduled workday for the individual.

9 **9.6.2.** Emergency work at other than the normal scheduled working hours, or special scheduled working hours, shall be credited as such. This unscheduled and emergency overtime will be compensated as overtime and in the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift shall be compensated at regular time.

14 **9.6.3.** Authorized overtime shall be compensated in time periods of one-quarter (1/4) hour. Where an employee works any portion of a one-quarter (1/4) hour time period, the employee shall accrue overtime as if s/he had worked the full one-quarter (1/4) hour.

17 **9.6.4.** For purposes of computing overtime, all authorized time off in a pay status shall be considered as time worked.

19 **9.6.5.** There shall be no practice of compensatory time off except by mutual agreement between the employee and the manager/designee. Compensatory time shall be earned at the rate of one and one half (1-1/2) times the regular rate. With mutual agreement, compensatory time may be earned as a mix of time off and paid time (for example, one hour of straight time, one half-hour of time off).

24 **9.6.6.** All hours worked on a regular scheduled day off will be compensated as overtime providing the employee has been in pay status a minimum of forty (40) hours, exclusive of overtime, in the workweek.

27 **9.7. Physical Call-Out:** A minimum of four (4) hours at the overtime rate shall be allowed for each call-out where the employee is called and returns to a designated work site after completing

his/her regular shift and leaving the work site. Where such overtime exceeds four (4) hours, the actual hour worked shall be allowed at overtime rates. This shall include travel time from the employee's residence to the designated work site or place of assignment. Saturday, Sunday and holidays are not subject to call-out pay when the employee is scheduled for overtime work.

9.7.1. Technological Call-Out (TCO): A TCO is where an employee is called to return to duty and performs those duties via telephone, facsimile, computer or similar electronic device that does not require returning to a designated work site. If the time required responding to the TCO exceeds nine (9) minutes, then a minimum of thirty (30) minutes pay at the overtime rate shall be given. If the time exceeds thirty (30) minutes (or aggregate time of multiple TCOs exceeds thirty (30) minutes), then a minimum of one (1) hour of pay at the overtime rate shall be given. Any TCO or aggregate TCOs exceeding one (1) hour shall be compensated for at the overtime rate for all actual time worked.

9.8. Standby: Standby is off duty time during which an employee is required to restrict her/his activities and be available to report to work. Employees assigned to standby status in writing shall be compensated at the rate of ten percent (10%) per hour for all hours spent on standby. If called to work the employee shall cease being paid standby and be paid in accordance with Section 9.7.

9.9. Professional Licenses and Certifications: Employees compensated under this section, when requested by the manager/designee, are required to show proof of having a current, valid license or certificate.

9.9.1. Professional License: Employees may be required to have one (1) or more current Washington State professional licenses in the branches of Civil, Electrical, Hydraulic, Industrial, Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, Geology or Illumination shall be paid an additional one hundred dollars (\$100.00) per month. If the professional license is not required but related to the employee's work, they will receive fifty dollars per month. It is agreed to by the County and the Union that no employee will be removed from an existing position because of a lack of licenses.

9.9.2. Professional Certifications:

1 **9.9.2.1.** Within the terms of this Agreement, certification includes, and is
2 limited to, International Conference of Building Officials Certifications in Building Inspection,
3 Landscape Architecture, Certified Floodplain Manager, Mechanical, Plumbing, Combination
4 Inspector, Fire and Plans Examiner, and State Certified Public Accountant.

5 **9.9.2.2.** During the term of this Agreement, additional certifications may be
6 added by mutual agreement of the parties to this contract.

7 **9.9.2.3.** All Employees who have one or more valid certifications as described
8 in Section 9.9.2.1 above in a discipline directly applicable to their employment, shall be paid an
9 additional fifty (\$50.00) dollars per month.

10 **9.10. Special Duty:** Employees required by the County to perform duties in an air-purifying
11 respirator and chemical-resistant clothing shall receive a five percent (5%) wage premium for all
12 duties performed while so outfitted.

ARTICLE 10: HOURS OF WORK

10.1. Workweek: The standard workweek for all employees shall consist of five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the lunch period, and not to exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. The working hours of each day shall normally be between 7:00 a.m. and 5:00 p.m. Multiple shifts and alternate and flex workweeks are recognized as provided under Section 10.4. It is understood that the standard workweek and/or normal working hours of some positions do not fall within standards provided in this provision, as outlined above, and are not eligible for the premium under Section 10.5.

10.2. Flood Emergency: In the event of a flood emergency, the normal working hours of employees may be changed, provided that eight (8) hours advance notice is given. The normal flood emergency shift shall be of twelve (12) hours duration. Standby and/or alert status shall not be used to circumvent the required eight (8) hours notice.

10.2.1. Disaster/Emergency Response: Includes, but is not limited to, natural disasters, chemical releases, power outages or terrorist threats.

10.2.2. Dependent upon the nature of the disaster/emergency, employees deemed to be essential personnel are required to report for work. Depending on the nature of the disaster/emergency, essential personnel may vary. The County will make every effort to identify essential personnel prior to disaster/emergency situations.

10.3. Breaks: Employees shall receive fifteen (15) minutes paid rest period for each work period of four (4) hours or more. Rest periods shall be taken as near as possible to the mid-point of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period. Employees shall be allowed an unpaid meal period of at least thirty (30) minutes which shall commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift. Rest and meal periods may not be combined.

10.4. Alternate and Flex Workweeks: Notwithstanding Section 10.1 an alternate and/or flex workweek may be implemented during the term of this Agreement upon approval by the manager/designee. Specific conditions for an alternate and/or flex workweek shall be subject to

1 written agreement between the manager/designee and the employee prior to implementation. The
2 conditions must include, but are not limited to, the date the alternate and/or flex workweek begins
3 and when and under what circumstances the agreement will terminate or be renewed. Holidays and
4 overtime will be compensated in accordance with the terms of this Agreement. For purposes of this
5 Agreement, “flex” is defined as having different start/quit times scheduled for each workday of the
6 workweek, and “alternate” is defined as the number of hours and/or days scheduled for work during a
7 workweek.

8 **10.5. Exceptional Work Schedules:** The County may make temporary changes to normal
9 working hours where circumstances require that work must be performed outside of the normal
10 working hours, providing that the changes are made in whole workdays. Working hours as provided
11 under Sections 10.1 and 10.4 shall be excluded from an exceptional work schedule.

12 **10.5.1.** Assignment of employees to exceptional work schedules will be done first by
13 requesting qualified volunteers. If no volunteers are secured, or if specific skills are required, then
14 assignments will be made at the discretion of management.

15 **10.5.2.** An employee assigned to an exceptional work schedule shall be eligible for
16 ten (10) percent above her/his base hourly rate for all work performed outside the normal working
17 hours. Overtime shall apply to work performed in accordance with Section 9.6.

18 **10.5.3.** Assignments of less than seven (7) days duration may be made by providing a
19 minimum of twenty-four (24) hours notice to the employee. Assignments of an indeterminate period
20 beyond seven (7) days may be made by providing a minimum of seven (7) calendar days notice to the
21 employee. The day upon which the employee receives notice of an exceptional work schedule shall
22 constitute the first day of notice.

23 **10.6. Telecommute:** Employees may be eligible to telecommute in accordance with the
24 County’s Telecommuting Policy.

ARTICLE 11: VEHICLES

11.1. No employee within the bargaining unit shall be required, as a condition of employment, to provide a personal automobile for use in County business.

11.2. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate set by the Council by ordinance.

11.3. Overnight storage of a County vehicle at a secure County facility may be allowed provided it can be demonstrated that the employee normally begins or ends the workday in the field and the distance to the overnight storage site is less than a return trip to the employee's main office, if approved by the Department Director.

11.4. The assignment of take-home privileges for 24-hour vehicle assignments, whereby an employee shall be permitted to park such a vehicle at his/her residence overnight, shall be made by the Department Director or Designee. The assignment shall be in accordance with the written standards under Appendix B. The standards will be reviewed annually and subject to updating following the review. Any change will be negotiated.

11.5. An employee in DDES who is eligible for take-home privileges, pursuant to Section 1 or Section 2 of Appendix B, may qualify to participate in the Runzheimer program as provided in Appendix C.

11.6. The employee shall be notified of any change in vehicle assignment fourteen (14) days prior to the implementation.

11.7. Compensation for hourly employees with assigned vehicles will be in accordance with the applicable FLSA rules and regulations.

11.8. Employees with take-home privileges are required to submit any reports or other documents required by the County when requested.

11.9. The assignment of vehicles and/or take-home privilege shall be reviewed at least annually or more often depending on business needs. For example, seasonal duties, light duty, change in assignment, etc.

ARTICLE 12: EMPLOYEE RIGHTS

12.1. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are detrimental to the employee's work performance or the program of the agency.

12.2. If the County determines to bring disciplinary action against an employee, the employee shall be apprised of his/her rights of appeal and representation as provided for in the Grievance Procedure of this Agreement.

12.3. The County may issue a written reprimand, suspend, demote, or discharge a regular employee for just cause.

12.4. Counseling and warnings whether issued in writing or given orally are considered notice not discipline and will not be used for determining progressive discipline.

12.5. Employees hired into regular positions will serve a six (6) month probation period. The probation period may be extended by the manager/designee at his/her discretion, not to exceed one (1) year. The probation period may also be waived by the manager/designee at his/her discretion.

ARTICLE 13: TEMPORARY EMPLOYEES

13.1. No temporary employee will be kept on the payroll past 1040 hours per calendar year.

13.2. The County agrees that it will not use temporary or term-limited temporary employees to supplant regular positions.

13.3. Individuals offered temporary or term-limited temporary employment shall meet the same pre-employment standards as applicants for regular employment. A copy of the standards used shall be provided, upon request, to the Union.

13.4. If the temporary or term-limited temporary employee subsequently receives regular employment in the same classification, the probationary period, or part thereof, may be waived by the manager/designee.

13.5. Where the Agreement is silent temporary and term-limited temporary employees are governed by provisions of the King County Code, as modified.

13.6. The County performs an annual review of temporary employee usage called the Body of Work Review. The County will annually meet with the Union to discuss the results of the review, and provide any relevant documentation.

1 **ARTICLE 14: UNION REPRESENTATION**

2 **14.1.** Authorized representatives of the Union may, after notifying the County official in
3 charge, visit the work location of employees covered by this Agreement at any reasonable time for
4 the purpose of investigating grievances.

5 **14.2.** The Executive Director and/or Representative shall have the right to appoint a steward
6 at any location where members are employed under the terms of this Agreement. The Union will
7 furnish the County's Labor Negotiator with the names of stewards when appointed. The steward
8 shall be allowed reasonable time to perform steward duties during regular working hours.

9 **14.3.** Union stewards or other County employees representing union interests during contract
10 negotiations are authorized to meet with County management during the working hours without loss
11 of pay, but shall not be eligible for overtime for such activities. The Union will limit its
12 representation to no more than three (3) County employees during negotiations held on County time,
13 except where through mutual agreement it is deemed to be in the best interests of the parties to
14 exceed such limit.

15 **14.4.** Where allowable, the County shall make available to the Union any meeting space,
16 rooms, etc., for the purpose of conducting Union business, where such activities would not interfere
17 with the normal work of the department, provided however, the Union may not hold mass meetings
18 in such facilities.

19 **14.5.** A regular employee elected or appointed to office in the Union which requires a part of
20 all of their time shall be given leave of absence up to one (1) year without pay upon application.

21 **14.6.** Written policies, rules, or directives affecting the terms and conditions of this
22 Agreement shall be provided to the Union upon request.

23 **14.7. Bulletin Boards:** The County agrees to permit the Union to post on County bulletin
24 boards announcement of meetings, election of officers, and any other Union material, providing there
25 is sufficient space, beyond what is required by the County for "normal" operations.

26 **14.8. Electronic Mail:** The Union may use email for jointly communicating information in
27 which the County has an interest such as: general meeting announcements and scheduling,
28 labor/management committee communiqués (agendas, minutes, announcements and scheduling),

1 and other like information. A Shop Steward may use the County's email system for communications
2 with a member and the Union on an incidental, individual basis, in accordance with Section 2.1.6 of
3 the County's Email Policy.

1 **ARTICLE 15: REDUCTION IN FORCE/SENIORITY**

2 **15.1. Notice To Union:** The County will notify the Union in writing at least thirty (30) days
3 in advance of any anticipated layoff of a regular employee. The notice will include the name of the
4 division(s), classification(s), and employee(s) identified for layoff. For purposes of this Article, the
5 Department of Development and Environmental Services will be considered a division.

6 **15.2. Qualification:** The County will determine who meets the minimum qualifications to
7 perform the work of a specific position within a classification.

8 **15.3. Seniority:** Bargaining unit seniority shall be defined as the total service with King
9 County in the bargaining unit. Seniority accrual will be interrupted for all time not in a pay status.
10 Seniority shall be accrued in whole day increments. Employees working a part-time schedule will
11 receive prorated seniority based on the full-time work schedule in the work unit. An employee who
12 leaves County employment for more than two (2) years will lose all accrued seniority. An employee
13 who has been laid off will be credited for prior service if recalled as provided under this Article. An
14 employee who has not completed his/her probationary period in a bargaining unit classification will
15 be included on the seniority list in the last bargaining unit classification in which s/he previously held
16 regular status, if any. In the event there are two (2) employees having the same seniority, the County
17 will consider ability and skill to be the determining factor on retention.

18 **15.4. Placement in a Vacancy:** The County will attempt to place an employee scheduled for
19 layoff in an available vacant bargaining unit position within his/her division and classification if s/he
20 is qualified. If there is more than one available vacant position in which the employee is qualified
21 for, the County will consider the employee's preference before making the placement. If the
22 employee can not be placed as described above, the County will attempt to place the employee in any
23 available vacant bargaining unit position for which the employee is qualified. The employee may
24 decline a placement into a different classification or division and elect to bump as described under
25 Section 15.5.

26 **15.5. Bumping:** An employee who is not placed, as provided under Section 15.4, may elect
27 to bump the employee with the least seniority as provided within this Section. Bumping shall not
28 result in a promotion. An employee will have five (5) work days from the time of written

1 notification of layoff to notify the County of his/her intent to exercise his/her bumping rights. The
2 employee's written notice must include the classification(s) within his/her classification series, listed
3 by preference, in which s/he proposes to bump. An employee will forfeit his/her bumping rights if
4 his/her written notice is not submitted within five (5) days or the County has not accepted a late filing
5 of the notice. The County will, if it determines that there are warranting circumstances, accept a late
6 filed notice from an employee. When the department has determined that an employee identified for
7 layoff is not qualified for the positions held by less senior employees, the Career Support Services
8 program will perform a comprehensive skills assessment for the employee selected for layoff; the
9 department will furnish Career Support Services with a complete and up-to-date description of the
10 position that is potentially a bumping option; and the department will consult with Career Support
11 Services about whether the laid-off employee can be expected to achieve a satisfactory level of job
12 performance within the duration of a probationary period, in the bumping option position. The
13 parties will abide by the decision of Career Support Services and such decision shall not be grievable
14 by either party.

15 **15.5.1.** If an employee's adjusted hire date in the bargaining unit is before January 1,
16 1986, as provided under Section 15.3, s/he may bump the least senior bargaining unit employee in the
17 same division and classification for which s/he is qualified. If the employee is unable to bump within
18 the division, s/he may bump the least senior bargaining unit employee in his/her classification for
19 which the employee is qualified. If the employee is unable to bump into his/her classification as
20 described above, s/he may bump the least senior bargaining unit employee in his/her same
21 classification series in the same division for which s/he is qualified. If the employee is unable to
22 bump within the division, s/he may bump the least senior bargaining unit employee in his/her
23 classification series for which s/he is qualified. An employee who cannot bump is considered
24 displaced and may only bump as provided under Section 15.5.3 or be laid-off.

25 **15.5.2.** If an employee's adjusted hire date in the bargaining unit is on or after
26 January 1, 1986, s/he may bump into the position held by the least senior employee in the same
27 division and classification for whose position the bumper is qualified. An employee who can not
28 bump is considered displaced and may only bump as provided under Section 15.5.3 or be laid off.

1 **15.5.3.** An employee who is displaced, as provided under Sections 15.5.1 or 15.5.2
2 may select any one of the following alternatives or be laid-off.

3 **15.5.3.1.** Bump the least senior bargaining unit employee within the same
4 division into a lower paying classification in his/her same classification series for which s/he is
5 qualified.

6 **15.5.3.2.** Bump the least senior bargaining unit employee within the same
7 division into a lower paying classification s/he has previously regularly occupied for which s/he is
8 qualified.

9 **15.5.3.3.** Bump the least senior bargaining unit employee within the same
10 division into a lateral classification (one that has the same rate of pay) for which s/he is qualified and
11 has previously served a probationary period or had probation waived by the County or a
12 classification directly derived from the same pre-class/comp project classification at the same or
13 lower rate of pay.

14 **15.5.3.4.** Bump a temporary or term-limited temporary employee in his/her
15 classification or classification series in the bargaining unit for which s/he is qualified. The employee
16 would then be considered a temporary or term-limited temporary employee and credited for prior
17 service for determining accrual and benefits eligibility, if any.

18 **15.5.3.5.** Bump a contract worker who is performing bargaining unit work in
19 his/her classification or classification series for which s/he is qualified and if approved by the
20 County. The employee would then be considered a temporary or term-limited temporary employee
21 and credited for prior service for determining accrual and benefits eligibility, if any.

22 **15.6. Recall:** An employee who is laid off will have recall rights to his/her previous
23 classification for two (2) years from the date of layoff. An employee retains his/her recall rights even
24 if s/he accepts another classification or temporary position with the County. Recall will be by
25 seniority where the most senior employee in the classification will be recalled first. An employee
26 who is laid off shall have one (1) opportunity to refuse a recall in his/her classification, except if the
27 employee is recalled to his/her previous position, in which case a first refusal will terminate the
28 employee's recall rights.

1 **15.6.1. Temporary Work:** The County will use bargaining unit employees who are
2 on the recall list to perform temporary bargaining unit work in his/her classification before
3 employing a temporary employee provided the employee is qualified to do the work. An employee
4 on the recall list who is offered the work may decline the temporary work without jeopardizing
5 his/her recall rights under this section.

6 **15.6.2. Notice of Recall:** An employee will have ten (10) calendar days from the
7 date the notice of recall is sent by certified mail in which to notify the County of whether s/he will
8 accept the position. The County will consider the employee's failure to notify the County within ten
9 (10) calendar days as a refusal. The County will, if it determines that there are warranting
10 circumstances, accept a late filed notice from an employee. Notices will be in writing. It is the
11 employee's responsibility to keep the County informed of his/her current address.

12 **15.7. Reinstatement:** An employee recalled within two (2) years from the time of layoff
13 will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff,
14 and vacation leave accrual rate restored.

ARTICLE 16: RECLASSIFICATION

16.1. It is understood by the parties that every incidental task connected with duties enumerated in job descriptions is not always specifically described.

16.2. A reclassification of a position may be appropriate if the duties and responsibilities assigned to the position have changed over a period of one (1) year to the extent that they no longer represent the preponderance of duties and responsibilities enumerated in the class specification, or if the position has been restructured because of reorganization or because the department has assumed new duties and responsibilities. If a division manager or department director believes that a position meets the above criteria and seeks to have the position reclassified, s/he may submit a written request to the Division Director/designee of Human Resources, Department of Executive Services to review the position and determine if the criteria has been met, if the position should be reclassified, and what the appropriate classification should be.

16.3. An employee may also submit a request for reclassification of his/her position for the reasons set forth under Section 16.2 to his/her division manager for consideration. If it is determined that the position will not be reclassified, but the employee has been doing the preponderance of the duties and responsibilities of a higher paid position, s/he may be eligible for compensation as provided under Section 9.4. Any resultant reclassification shall be made effective on the first day of the pay period following the date the request was signed by the division manager. Failure on the part of King County to process a reclassification request within 180 days of submittal by an employee, or to secure an extension from the Union, will automatically move the matter to Section 16.7 for resolution.

16.4. An employee whose position is reclassified upward due to an accretion of duties and responsibilities will be promoted to the higher classification (see Section 9.5).

16.5. An employee whose position is reclassified due to a reorganization or because the department assumed new duties will be transferred, promoted, demoted, or laid off in accordance with applicable provisions of this Agreement.

16.6. If the reclassification results in a demotion and if the employee remains in the reclassified position, then the employee will be considered to have taken a voluntary demotion and

1 the employee will be eligible for recall (see Section 15.6).

2 **16.7.** The County and the Union agree that disputes relating to the classification of a position
3 will be submitted to the Division Director/designee of Human Resources, Department of Executive
4 Services for reconsideration. If the Union disagrees with the Division Director's/designee's decision
5 it may, within thirty (30) days, submit the issue to a neutral third party. The neutral party will be
6 selected by the Division Director of HR/designee and the Union. The decision of the neutral shall be
7 binding upon all parties. An employee may file a classification grievance either under this
8 Agreement or under the King County Personnel Board guidelines, but not both. An employee that
9 files a classification grievance under this Agreement cannot file the same grievance with the King
10 County Personnel Board.

ARTICLE 17: TRANSFER/RE-EMPLOYMENT

17.1. Any regular employee who is promoted or laterally transfers to positions with the bargaining unit and does not successfully complete the probationary period for that position, shall have rights back to a vacant position in his/her former classification or class series, if qualified. If the employee is not qualified, s/he will be placed on the recall list.

17.1.1. Prior to the initiation of any competitive process to fill a vacant bargaining unit position, regular employees of the bargaining unit holding the same classification as that of the vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Such lateral transfers shall be accomplished pursuant to the following procedure:

17.1.1.1. Notification of the vacancy shall be provided to all regular bargaining unit employees whose classification is the same as that of the vacant position and thus eligible for lateral transfer considerations. Additional eligibility will be granted to bargaining unit employees who are at the same pay rate, same classification, or higher pay rate of a classification previously held pre-classification/compensation implementation. Notification to bargaining unit employees will be via the King County Jobs website and posted on the designated 17A bulletin board.

17.1.1.2. Eligible regular employees expressing interest in a lateral transfer shall be interviewed by the manager/designee.

17.1.1.3. Interested eligible regular employees who are not selected through the lateral transfer process may notify the hiring authority/designee in writing that they wish to be included in the competitive examination process for that position. The notification by the employee must be made within three (3) working days after notification of not being selected as a lateral transfer to the individual designated by the hiring department and shall not be bound by any otherwise applicable application deadline.

17.1.1.4. If none of the interested eligible regular employees are selected for lateral transfer, the position will be filled through the County's hiring processes.

17.2. Nothing in this Agreement restricts the manager/designee from transferring an employee to another work unit in the department to meet business needs.

ARTICLE 18: DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

18.1. The Union and the County recognize the importance of settling issues at the lowest possible level of supervision whenever possible, prior to resorting to the formal grievance process and is in the interest of continued good employee relations and morale.

18.1.1. Grievances are to be heard on County time and no employee shall receive compensation beyond normal working hours while attending grievance meetings.

18.1.2. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.

18.2. A grievance is an issue raised by an employee regarding the interpretation and application of the terms and provisions of this agreement.

18.3. A grievance must be presented within ten (10) working days after the occurrence of the event giving rise to such grievance. Employees have the right to Union representation at all levels of the grievance procedure. Grievances filed by the Union on general or group issues shall be filed at a level appropriate to expeditious adjudication. However, copies of the written grievance must be made available to lower levels of supervision.

18.4. Procedure:

Step 1 - A grievance shall be presented by either the aggrieved employee or the Union to the employee's immediate supervisor and must; a) fully describe the grievance and how the employee was adversely affected, b) set forth the section(s) of the Agreement allegedly violated and, c) specify the remedy or solution being sought by the employee(s) filing the grievance. The immediate supervisor shall attempt to resolve the matter, responding to the employee in writing within ten (10) working days of the receipt of the grievance. If the grievant does not pursue the matter to the next level within ten (10) working days, it shall be presumed resolved.

Step 2 - Should no resolution be reached at Step 1, the written grievance shall then be presented to the manager/designee for investigation, discussion and written reply. The director/designee shall make his/her written decision available to the aggrieved employee within ten (10) working days after receipt of the grievance. If the grievant does not pursue the matter to the next higher level within ten (10) working days, it shall be presumed resolved.

Step 3 - If the decision of the manager/designee has not resolved the grievance, the grievance along with supporting documentation may be presented to the Labor Negotiator/designee, who, within ten (10) working days of receipt of the grievance, will schedule a meeting involving a Union representative, a County department representative and the employee. The Labor Negotiator/designee will chair the meeting. The purpose of the meeting will be to discuss the facts and circumstances surrounding the grievance.

The employee and the department may each invite such other persons to the meeting as may be necessary to fully understand the grievance.

After the meeting, the Union representative, the department representative and the Labor Negotiator/designee will write a decision as to the validity of the grievance and appropriateness of the remedy sought. The majority decision shall be the proposed resolution of the grievance. The decision shall be forwarded to the employee within ten (10) working days of the meeting date.

Step 4 - If the decision of the Labor Negotiator/designee does not resolve the grievance, either party may request arbitration within thirty (30) calendar days of receipt of the Step 3 decision. The Union and the County shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a list of five (5) supplied by FMCS or PERC. The arbitrator shall render a decision within thirty (30) calendar days of the hearing date. The decision of the arbitrator shall be final and binding upon both parties.

18.5. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision on the grievance.

18.6. No matter may be arbitrated which the County, by law, has no authority over or has no authority to change.

18.7. There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

18.8. Each party to an arbitration proceeding shall bear the full costs of its representatives and witnesses regardless of the outcome. The arbitrator's fees and expenses and any court

1 reporter's fee and expenses agreed to by the Union and the County shall be borne equally by both
2 parties.

3 **18.9.** Time limits set forth in this Article may be extended by mutual agreement.

4 **18.10.** Selection of this grievance procedure for the resolution of a dispute shall preclude the
5 use of any other procedure in resolving the matter at issue.

6 **18.11.** The provisions of this Article will not apply to probationary, temporary, provisional
7 and term-limited temporary employees if they are discharged.

8 **18.12. Mediation:**

9 **18.12.1. Unfair Labor Practice:** The County and the Union agree that thirty (30)
10 calendar days prior to filing a ULP complaint with PERC, the complaining party will notify the other
11 party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for
12 filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining
13 order as relief for the alleged Unfair Labor Practice.

14 **18.12.2. Grievance:** After a grievance is initially filed, the following Alternative
15 Dispute Resolution (ADR) process may be followed, with mutual consent.

16 **18.12.2.1.** A meeting will be arranged by the County and Union
17 Representatives.

18 **18.12.2.2. (a)** The meeting will include a mediator(s) and the affected parties.
19 **(b)** The parties may mutually agree to other participants such as
20 subject matter experts.

21 **18.12.2.3.** The parties will meet at mutually agreeable times to attempt to
22 resolve the matter.

23 **18.12.2.4.** If the matter is resolved, the grievance will be withdrawn.

24 **18.12.2.5.** If the matter is not resolved, the grievance may continue through
25 the grievance process.

26 **18.12.2.6.** Either party can initiate the next step in the grievance process at the
27 appropriate times, irrespective of this process.

18.12.2.7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

This section does not supersede or preclude any use of grievance mediation later in the grievance process.

19.1. This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the King County Council and will cover May 1, 2006 through April 30, 2009.

19.2. Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so, at least thirty (30) days prior to November 1, 2008.

APPROVED this _____ day of _____, 2007

By: _____

King County Executive

Joseph L. McGee, Executive Director
International Federation of Professional
and Technical Engineers, Local 17, AFL-CIO

APPENDIX B

Standards for the Assignment of Take-Home Privileges for County Vehicles

Section 1. Take-home privileges for a County vehicle may be approved for an individual provided that:

A. The individual must have a work assignment as determined by the Director or the Director's Designee that requires beginning the workday or ending the workday in the field; the determination by the Director/Designee must be supported by safety, productivity and/or economic efficiency reasons; and

B. The individual must work in the field 50% of all working hours. Working hours do not include vacation, sick leave, holidays or other forms of approved leave; and

C. An individual must have hours that are at a minimum 50% chargeable. "Chargeable" hours are those hours that are either billable to a third party or funded by a source such as a Current Expense (CX) or Capital Improvement Projects (CIP).

Section 2. Take-home privileges for a County vehicle may be approved for an individual provided that the individual is responsible for emergency response provided the individual maintains a minimum of 12 call-outs per calendar quarter.

Section 3. No individual may commute with a County vehicle outside the borders of King County.

Section 4. Exceptions to the above Section may be authorized in writing by the Department Director or Designee for an individual night.

Section 5. Employees with take-home privileges will keep a record each day of the time, location and mileage at their last stop.

APPENDIX C

Runzheimer Plan for DDES IFPTE Local #17A Employees

1.0. Employee Provided Vehicles - With the mutual consent of the employer and the employee, employees may convert to the use of personally owned vehicles in the performance of their duties. Employees proposing to make such a conversion may make a request to both the employee's Division Manager and the Administrative Services Division Manager in writing. The Division Managers will make a decision on the employee proposal and provide a written response. Reversion to the use of County owned vehicles may be made only upon approval of the Division Managers and only during the period specified under this agreement or by the Division Managers. Employees with assigned vehicles on the date of the signing of this agreement may remain with such assignments subject to the terms and conditions of Departmental policies and the collective bargaining agreement as revised.

1.0.1. An employee who has converted to the Runzheimer plan may revert to a take home assigned vehicle provided the individual qualifies for a take home assigned vehicle. Individuals proposing to revert to a twenty-four (24) hour assigned vehicle must provide a written notice during the month of May of each year. The employer will provide a written response to the employee indicating the month in which an assigned vehicle will be provided. In no case shall an assigned vehicle be provided later than the following February 28th.

1.1. Parking - Employees who use their personal automobile in the performance of their duties shall be provided free parking during assigned working hours at the Employer's facilities. However, parking shall not be provided to any employee who has been provided with reasonable advance notice that such employee shall not be required to use his automobile in the performance of duties on a particular work day. Free parking will not be provided at any Employer facilities specified by the Department Director.

1.1.1. The parking provided shall be on a space available and weather and surface conditions permitting basis in the Employer designated parking facilities.

1 **1.1.2.** The Employer shall also pay all reasonable and Employer approved fees up to a
2 maximum of five dollars (\$5.00) per day for parking expenses incurred by employees using their
3 personal automobiles in the performance of their duties in areas distant from Department facilities.
4 The Employer may require that all parking within one mile of the King County Courthouse be within
5 King County owned facilities.

6 **1.1.3.** If the Employer is unable to provide free parking at its facilities, employees
7 shall be paid the average daily rate prevalent in the commercial parking lots surrounding the area of
8 assignment on the day of the assignment.

9 **1.2. Mileage Allowance** - Employees who have been assigned by the Department to use their
10 personal vehicles in the performance of their duties shall be paid an automobile expense allowance
11 by the Employer on the basis of those amounts determined by Runzheimer International. The
12 amounts determined by Runzheimer International predicated on the basis of a five (5) day workweek
13 schedule:

14 a. A minimum fixed amount shall be paid for each month an employee is enrolled on
15 the Runzheimer plan.

16 b. An additional variable amount shall be paid per each mile driven by the employee
17 in the performance of work duties.

18 **1.2.1.** Employees who are enrolled in the Runzheimer plan in accordance with this
19 agreement may be removed from participation in accordance with standards established by this
20 agreement with fourteen (14) calendar days notice. All such notices shall be written.

21 **1.2.2.** Employees may be removed from participation in the Runzheimer plan for
22 DDES IFPTE Local 17 employees by the employer. Such reasons may include failure to supply
23 Runzheimer plan-related information such as insurance certificates; failure to purchase the level of
24 insurance indicated in the Runzheimer plan; failure to supply a vehicle for work-related purposes
25 after Runzheimer plan enrollment.

26 **1.2.3.** The minimum monthly fixed amount for a compact vehicle shall be adjusted
27 January 1st of each year as advised by Runzheimer International, Inc.

1 **1.2.4.** The additional variable amount per mile shall be adjusted quarterly (January
2 1st, April 1st, July 1st and October 1st) as advised by Runzheimer International, Inc.

3 **1.2.5.** The depreciation allowance per one thousand (1,000) miles exceeding the
4 average number of miles per year shall be adjusted annually as advised by Runzheimer International,
5 Inc.

6 **1.2.6.** The expense associated with the subscription to the Runzheimer service shall
7 be borne by the Employer.

8 **1.2.7.** The standard vehicles used by Runzheimer International, Inc. to establish costs
9 for compensation shall be the make and model of the successful low bid compact car established in
10 King County's or the State of Washington's annual fleet replacement bids. Runzheimer
11 International, Inc. shall be instructed to use the "standard plan" assumptions in all non-specified
12 factors; however, costs of insurance shall be excluded. Employees on Runzheimer must maintain
13 basic liability coverage for their vehicle used for work and provide proof of insurance but will no
14 longer be required to carry Business Use Insurance. The amount of work related mileage recognized
15 shall be the average number of miles driven in the service of the Employer by all full-time (40 hours
16 per week) employees covered under terms of this agreement who were assigned to use their vehicle
17 twelve (12) months during the immediately previous calendar year. The retention cycle specified
18 shall be four (4) years/sixty thousand (60,000) miles. The percent of fixed cost shall be seventy-one
19 and four tenths percent (71.4%) for a five-day-per-week schedule, fifty-seven and one-tenth percent
20 (57.1%) for a four-day-per-week schedule, and sixty-four and three-tenths percent (64.3%) for a
21 nine-days-each-two-weeks schedule.

22 **1.2.8.** New or newly enrolled on the plan employees shall receive a prorated portion
23 of the minimum fixed amount which equals the percentage of work days remaining in the month the
24 employee(s) are initially enrolled in the Runzheimer plan.

25 **1.2.9.** If the Employer agrees to changes in the workweek schedule to other than five
26 days per week for individual employees, the fixed cost monthly allotment shall be converted to the
27 average percentage of the week an employee reports to work.

28 **1.2.10.** In any calendar month the employee uses his or her automobile in the

performance of his or her job related duties on fifty percent (50%) of the employee's normally scheduled days off, the percentage of the recognized fixed monthly cost to be paid to each such individual shall be adjusted to reflect the increase.

1.2.11. An employee whose employment has been terminated for any reason whether voluntary or involuntary shall receive a prorated portion of the minimum fixed amount which equals the percentage of work days said employee was employed in the last month of employment. No further payments shall be made which relate to days or months occurring after the employee's last day of physical presence at work.

1.2.12. Assignment of pool vehicles and/or use of personal vehicles on County business shall be at the sole discretion of management. Except individuals unless enrolled in the Runzheimer plan may not be required to use their personally owned vehicle in the performance of their duties. Employees ineligible for take home assigned vehicles shall not be eligible for the Runzheimer plan.

1.3. Inoperative Vehicles - In any calendar month an employee enrolled in the Runzheimer plan does not supply a vehicle for his/her use in the performance of job-related duties, the minimum fixed amount shall be lowered by a percentage equal to the percentage of work days within the subject month wherein the vehicle was not made available.

1.3.1. The Employer shall reimburse to the employee expenses associated with towing when such towing is the result of road conditions. The Employer shall not reimburse towing expenses when such towing is the result of negligent or incompetent operation of the employee's vehicle, or mechanical failure of the employee's vehicle.

1.3.2. Employee claiming towing expenses shall submit a receipt for the towing expense. The receipt must clearly display the date of subject tow. The employee must also supply a brief written description of the circumstances which led to the need for towing. The decision to reimburse an employee for towing expenses shall be at the sole discretion of management.

1.4. Monthly reimbursement under the Runzheimer plan shall be made monthly in conformance with Internal Revenue Service (IRS) regulations. That amount which is equal to the IRS business expense per mile amount, will not be exposed to taxation. That amount which exceeds

1 the business expenses per mile amount will be exposed to taxation. The provisions of this Section
2 (1.4) shall change to be consistent with IRS regulations, should there be amendment to the applicable
3 IRS regulations during the term of the Agreement.

4 **1.5.** Employees will not be compensated for expenses associated with commuting to work.
5 Beginning of day travel expenses will be computed as follows: When the employee begins the day in
6 the field, the employee travel expense compensation will begin at that point where the mileage
7 exceeds the normal commute mileage from the employee's residence to the employee's office of
8 assignment. End of the day travel expenses will be computed as follows: The employer will
9 compensate the employee for mileage expenses to the employee's residence or to the employee's
10 office of assignment, whichever is less.

11 **1.6.** The Employer may require the employee to make available for inspection any documents
12 related to the compensation received under the Runzheimer plan, including insurance statements and
13 current driver's license.

14 **1.7.** The Employer shall be allowed periodic access to the employee's vehicle for the purpose
15 of verifying reported odometer readings. The employer shall provide the employee with the twenty-
16 four (24) hours notice of such odometer inspections. The employee shall cooperate with the
17 employer following such notice by making the vehicle available and the odometer readable by an
18 employer representative.

APPENDIX D

1. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate set by the Council by ordinance.

2. Employees whose assigned duties require the use of County vehicles during most of the year may have their vehicles assigned throughout the year on a twenty-four (24) hour basis; provided, that if a County employee's assignment for a period of forty-five (45) days or more does not require the use of a County vehicle on a twenty-four (24) hour basis the County may require said employee to turn in the vehicle to the County at the beginning of said period.

3. Department directors/designees shall determine on an annual basis those employees whose duties will require an assigned vehicle during most of the year.

3.1. The ability to improve the efficiency of County service shall be the determining factor for vehicle assignment.

3.2. All Employees assigned a vehicle on a twenty-four (24) basis annually shall also be permitted to park such vehicles at their residence overnight provided the vehicles will not be parked overnight at a residence outside the County except as may be authorized in writing.

4. No employee within the bargaining unit shall be required, as a condition of employment, to provide a personal automobile for use in County business.

5. Assignment of County vehicles shall be at the discretion of management with the needs of the service and availability of vehicles being the determining factor.

6. The employee shall be notified of any change in vehicle assignment fourteen (14) days prior to the implementation.